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BEFORE THE POSTAL REGULATORY COMMISSION WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES PARCEL SELECT CONTRACT 48 (MC2022–2) **NEGOTIATED SERVICE AGREEMENT**

Docket No. CP2022-2

USPS NOTICE OF AMENDMENT TO PARCEL SELECT CONTRACT 48, FILED UNDER SEAL

(March 22, 2022)

The Postal Service hereby provides notice that the terms of Parcel Select Contract 48, in the above-captioned proceeding, have changed as contemplated by the contract's terms. A redacted version of the amendment to Parcel Select Contract 48 is provided in Attachment A, and the unredacted amendment is being filed under seal. The amendment will become effective one business day following the day that the Commission completes its review of this filing.

The Postal Service is also filing supporting financial documentation and a certified statement as required by 39 C.F.R. § 3015.5. The certified statement required by 39 C.F.R. § 3015.5(c)(2) is provided in Attachment B. A redacted version of the supporting financial documentation is included with this filing as a separate Excel file. The Postal Service's original application for non-public treatment in this docket is hereby incorporated by reference for the protection of these materials.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorney:

Sean C. Robinson

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ATTACHMENT A REDACTED AMENDMENT TO PARCEL SELECT CONTRACT 48

AMENDMENT #1

OF

SHIPPING SERVICES CONTRACT BETWEEN

THE UNITED STATES POSTAL SERVICE

AND

REGARDING PARCEL SELECT SERVICE

WHEREAS, the United States Postal Service (the "Postal Service") and ("Customer") entered into a Shipping Services Contract, Parcel Select Contract 48/Docket No. CP2022-2, regarding Parcel Select Service, on September 27, 2021.

WHEREAS, the Parties desire to amend the Contract to accurately reflect the principal office address of address of a section I.B, I.M, III and IV of the Contract, and to delete Section I.P, along with Attachment C.

NOW, THEREFORE, the Parties agree that the Contract is hereby amended as detailed below. The existing Contract remains unchanged in all other respects. This Amendment shall become effective one (1) business day following the day on which the Commission issues all necessary regulatory approval.

[Replace last paragraph below Table A in Section I.B; replace Sections I.M, III and IV of the Contract; and to delete Section I.P, along with Attachment C, as follows.]

I. Terms

B. [Unchanged, except for last paragraph below Table A.]

This Contract only applies to Customer's Parcel Select Lightweight packages and Customer's other Parcel Select pound rated DDU and DSCF packages to the extent that they may be eligible under Section I.O, regarding Sunday delivery of such packages.

- M. Surcharges, Additional Fees and Time-Limited Price Changes.
 - 1. To the extent the Postal Service promulgates a surcharge, additional fee, or time-limited price change, applicable to the products defined and referenced in Term I.B, during the term of this Contract, such surcharge, fee, or time-limited price change will be applied to the then applicable prices for those products under this Contract, subject to the same terms as such surcharge or fee is applied to the prices of general applicability for those products, respectively, as calculated by the Postal Service.

- 2. The surcharge, fee, or time-limited price change shall not be considered the "most recent price change" for the purposes of the Price Adjustment provision in Section I.I.
- 3. The Postal Service reserves the right to forego an increase pursuant to this section, or increase by a lesser amount (but no less than zero), at its sole discretion.
- 4. On the latter of April 3, 2022, or the Effective Date of this Amendment, the following custom nonstandard fees will be charged on all Parcel Select DDU Contract packages tendered by Customer to the Postal Service under this Contract, pursuant to Table B below.



- 5. Custom Nonstandard Length and Volume Fees will be adjusted throughout the term of the Contract whenever published Nonstandard Length and Volume Fees are changed by the Postal Service. Custom Fees will increase by the percentage increase of the published fee for the applicable product category.
- 6. If published Nonstandard Fees decrease or remain the same, there will be no change to the custom fees provided in this Amendment, unless during the term of the Contract, the discounted Nonstandard Fees exceed Published Prices, the Customer shall pay the prevailing Published Fee.
- 7. Customer will be charged the prevailing published Nonstandard Length, Nonstandard Volume and Dimension Noncompliance Fees for all other Parcel Select packages tendered by Customer to the Postal Service, during the term of this Contract.
- P. [Deleted in its entirety, along with Attachment C.]

III. Expiration Date, Term and Termination

This Contract shall expire one (1) year from the Effective Date, unless (1) terminated by either Party with thirty (30) calendar days' notice to the other Party in writing; (2) renewed by mutual agreement for two (2) one-year periods; (3) superseded by a subsequent contract between the Parties; (4) ordered by the Commission or a court; or (5) required to comply with subsequently enacted legislation.

If, at the conclusion of this Contract term, both Parties agree that preparation of a successor SSC is active, the SSC will be extended for up to two (2) ninety (90) calendar day

periods with official notification to the Commission at least seven (7) calendar days prior to Contract's expiration date.

IV. Appeals

Customer may appeal a Postal Service decision regarding the calculation of prices, the amount of postage paid, or other implementation or operational issues under this Contract by submitting a written appeal via email, along with any and all supporting documentation, within thirty (30) calendar days of receipt of notification of the determination giving rise to the appeal to:

The appeal is forwarded to the Pricing and Classification Service Center (PCSC). The PCSC manager issues the final agency decision. Any decision that is not appealed as prescribed becomes the final agency decision.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the later date below:

UNITED STATES POSTAL SERVICE
Signed by:
Printed Name: Jacqueline Strako
Title: Chief Commerce & Business Solutions Officer and Executive Vice President
Date: 3/21/2022

ATTACHMENT B SIGNED CERTIFICATION

Certification of Prices for Amendment to

Parcel Select Contract 48

I, Lisa H. Arcari, Director, Domestic Package Pricing, Finance Department, am familiar with the prices and terms for the amendment to Parcel Select Contract 48. The amended prices and terms contained in this Contract were established by the Decision of the Governors of the United States Postal Service on the Establishment of Prices and Classifications for Domestic Competitive Agreements, Outbound International Competitive Agreements, Inbound International Competitive Agreements, and Other Non-Published Competitive Rates (Governors' Decision No. 19-1).

I hereby certify, based on the financial analysis provided herewith, that the amended prices are in compliance with 39 U.S.C § 3633 (a)(1), (2), and (3). They are expected to cover attributable costs. There should therefore be no subsidization of competitive products by market dominant products. The amended contract should not impair the ability of competitive products on the whole to cover an appropriate share of institutional costs.

Digitally signed by Lisa Arcari Lisa Arcari Date: 2022.03.22

Lisa H. Arcari